



भाकृअनुप-राष्ट्रीय पशु पोषण एवं शरीर क्रिया विज्ञान संस्थान
आडुगोडि, बेंगलूर - 560 030



ICAR - National Institute of Animal Nutrition and Physiology
Adugodi, Bangalore - 560 030

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❖ **Sardar Patel Outstanding ICAR Institution Award 2012** ❖

Adv.No.V:NIANP/CDN/DEC/2017

Annual Job/work contract for providing security services at ICAR-NIANP, ADUGODI, BENGALURU.

Note: All the communications must be sent through online and addressed to the Director, ICAR-NIANP by designation at Adugodi, Bangalore-560030

Date and time for submission of tender : 6th January, 2018 @ 17:00 hours
Date and time for opening of Technical Bid : 8th January, 2018 @ 11:00 hours
Date and time for opening of Financial Bid : will be intimated after evaluation of the technical bid.

On behalf of the Director, ICAR-NIANP, Adugodi, Bangalore-30, tenders are invited **through online mode only** in **Two-bid system** from the ISO certified/other reputed company/contractors for Annual Job/work Contract for providing security services (watch and ward) at ICAR-NIANP, Adugodi, Bangalore-560030, which is a research Institute under ICAR, New Delhi.

1. The terms and conditions of the contract which will govern the contract made are those contained in the general conditions of contract applicable to the contract placed by ICAR-NIANP and the special terms & conditions detailed in the tender form and its schedules. Tender may be submitted if the tenderer are in a position to provide the requisite services in accordance with the requirements stated in the attached schedules. The firm shall be responsible for annual job work contract for providing security services at ICAR-NIANP, Adugodi, Bangalore-560030.
2. An Earnest Money Deposit (Refundable) of Rs. 30,000/- (Thirty Thousand only) and tender fee (Non-refundable) Rs.500/- (Five Hundred) must be deposited in the form of Demand Draft in favour of ICAR unit, NIANP payable at Bangalore should reach this office before opening the technical bid, failing the tender will not be considered.
3. The scan copies of the tender fee as well as Earnest Money Deposit have to be uploaded along with technical bid.
4. **The bid has to be submitted through ONLINE ONLY, if any other mode of submission of bid will not be entertained.**
5. The tender must be submitted as per details given (Technical & Financial bids in two separately through online only).
6. The rates must be submitted in the prescribed format only. The agency is required to indicate the number of manpower offered for providing the services and break-up of monthly charges to be claimed and actual to be paid.

7. The tenderer is being permitted to tender in consideration of the stipulation on his/her part and after submitting his/her tender, he/she will not refuse from his/her offer or modify the terms and conditions thereof. Should the tenderer fail to observe and comply with the forgoing stipulation, EMD amount will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of EMD deposited by the tenderer will be refunded to after the tenderer has applied for the same, in the manner prescribed by the Institute.
8. The tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tender not fulfilled. Individual signing the tender or other documents connected with the contract may specify whether he/she signs it in the capacity of (i) as sole proprietor of the firm or constituted attorney of such sole proprietor of (ii) a partner of the firm if it is a partnership in which case he/she must have authority to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
9. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to sign such and if, on enquiry it appears that the persons so signing without authority, the Institute will cancel the contract and hold the signatory liable for all costs and damages. Such page of the tender and the schedules to the tender and annexure, if any, should be signed by the tenderer(s).
10. The tenderer is at liberty to be present or to authorize a representative to be present at the opening of the tender on the notified date. The name and address of the representative who would be attending the opening of the tender on behalf of the tenderer should be indicated in tender. Please also state the name and address along with telephone of your permanent representative if any.
11. The right to accept or reject any tender is reserved with the Director, NIANP, Bengaluru.
12. Acceptance of the tender by the Institute will be communicated by letter/Fax or any other form of communication. Formal letter of acceptance of the tender will be sent as soon as possible, but the earlier instructions in the letter/Fax etc. should be acted upon immediately.
13. **The contract to the selected firm will commence from the date of fully compliance of the terms and conditions pertaining to provide the accessories like uniform, torch, whistle, raincoats, gumboot, wooden sticks, cap, bikes/cycles, Registers, pencils, lathi and other stationary items.**
14. The validity of the contract is only for a period of one year extendable with mutual consent, if required only.
15. The security persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the Contractor in the aforesaid services.
16. The tender would be evaluated based on the firm's turnover, experience in working ICAR/Govt. Deptt. / Undertaking, No. Of Guards/Supervisor registered with ESI/EPF, the service charges quoted and actual amount to be paid to Security Guards / Supervisors and other statutory fulfilments.
17. The Security surveillance has to be provided for a period of one year and in case extended for further period, under the same terms and conditions as per the discretion of the Director, NIANP. However, the Director reserves the right to cancel the services without assigning any reasons anytime during the contract period.

18. **Filing of police reports in any incidence of theft, fire, damage to the property will be made by the agency. The agency would be solely accountable for register police complaint and ensure the suitable action in due time. The contract may be rejected in case of failed liaisoning between agency and police.**

Yours sincerely,

(Assistant Administrative Officer)
For Director

1. SCOPE OF WORK:

To provide security services for the protection of life and property, agriculture fields against theft, pilferage, fire etc, safety of manpower, guiding visitors to the concerned officials, regulating entry of unwanted visitors/ sales persons and maintenance of visitor register. To prevent entry of stray animals like dogs etc., round the clock patrolling of the campuses. Checking of gate passes and allowing the exit of material accordingly to regulate the entry and exit of vehicles.

GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE CONTRACT

BUILDINGS AND THEIR LOCATION: -

The National Institute of Animal Nutrition & Physiology (NIANP) spread over an area of 19 hectares (47 acres/ 1,90,202.25 sq.m.) at Adugodi, Bangalore – 560 030 consists of different guarding sectors to be monitored and delineated as mentioned below:

Sl. No.	Description	Area (sq. m)
1.	Institute Entrance Gate (consists of two main gates and two wicket gates on both sides of the security office) (22 sq.m.)	Length of the regulated space : 20 meters
2.	Institute building (consisting of 12 rooms in Administrative Block, 254 seating capacity auditorium, 60 seating capacity Library and 16 Laboratories in the Research Block and 50 rooms spread across Director's office and the Research Block)	4374 sq.m.
3.	Director's Residential Area	3717 sq.m.
4.	Experimental Livestock Unit (with two cattle / buffaloes sheds of 80 capacity, two sheep / goat sheds of 52 capacity, one poultry shed of 200 capacity and 1 laboratory animal facility of 100 capacity, one Bull shed with 6 capacity, one office and three ancillary buildings : feed store, grinding room and feed mixing unit)	12,140.57 sq. m.
5.	Fodder Production Unit consisting of cultivable fields, where in Field – I, Field – II and Field – III (28, 125.61 sq.m.) on the bordering periphery requires utmost vigilance.	76,809.33 sq.m.

[A map (not to scale) showing the security points is enclosed herewith for reference in next page]

WATCH AND WARD MONITORING REQUIRED

The watch and ward monitoring needs to be carried out for the specified guarding sectors have been tabulated as below (on the basis of three shifts a day):

Sl. No.	No. of security guards to be guarded @ 8hr per shift per day	No. of security supervisor to be guarded @ 8hr per shift per day
1	3 security guards one at each point per shift mainly at i) Institute entrance gate ii) Institute building and iii) director's residence	1
2	Rest of the area viz, Experimental livestock unit & Fodder production unit and Residential area, one security guards in each point per shift and also to be guarded by regular patrolling an hourly basis by supervisor.	

Services Required:

- i) The Agency must provide **at least two mobile units** (bicycle, motorcycle, etc.) to the security staff for regular patrol along assigned segments.
- ii) The supervisor shall also act as a liaison between the Institute and the Agency.
- iii) Unlocking of the buildings in the morning before 8.30 AM and locking work of building in the evening hour to be carried out by the Security Staff of the Contractor under the supervision of caretakers.

4. SERVICES

The entire open area and the built up area will have to be maintained from security angles. Complete security of the building and its properties shall vest fully with the approved contractor who shall be held accountable for any loss of property/material etc. from within the building/campus as per detail given below:

- a) The selected Agency shall provide necessary persons for Security Services as per the charter of duty and terms and conditions mentioned in the tender form. The Agency shall employ good and reliable & robust persons and clean record preferably within the age group 21 to 45 years to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by the Institute, it shall have the right to ask for its replacement without giving any reason thereof and the Agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
- b) The personnel engaged by the Agency for this job contract will not be employees of the Institute and there will be no employer-employee relationship between the Institute and the personnel so engaged by the contractor.
- c) The Agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances as per the rates quoted (which should not be less than the minimum wages fixed by the Central Government) and the actual amount indicated in the quotation by the 7th day of each completed month to the personnel and the Institute shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel and bound to observe the effective provisions relevant law in reference to work.
- d) The Institute shall not directly or indirectly engage any personnel of the Agency during the period of contract.
- e) The Institute shall provide necessary accommodation within the premises of the building only for the personnel to be relieved or waiting for mid-night shifts for performance of their duties for security purposes. Shift of more than 8 hours will not be allowed for any persons deployed for security.
- f) All the personnel deployed will perform their duty (as per Annexure – I) in proper uniform and will maintain a smart turn out. The Agency shall, at its own cost, provide suitable uniforms (both summer and winter) to the personnel with identity cards latty, whistle-lanceguard, cap, torch (4 No.s 2 big and 2 small), umbrella, raincoat, gumboots etc., for performance of better duties.
- g) The tenderer will also have to furnish particulars relating to Income Tax clearance certificates, turnover, infrastructure status etc.
- h) Necessary enlisting/police verification of the firm and its workers is also required.
- i) The Agency shall provide communication facilities, metal detector and vehicle mirror for smooth functioning of Security Services.
- j) The contractor shall not sub-let the contract.

2. TERMS AND CONDITIONS:

1. Period of Contract: The contract will be for a period of one year which may be extended if required with mutual consent as specified.
2. **Earnest Money Deposit (EMD):** The EMD of Rs. 30,000/- (Thirty Thousand only) in the form of Demand Draft from any scheduled bank drawn in favour of Director, NIANP, Bangalore-560030, must accompany Part-I(Technical Bid). The EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit acceptance of work order within 15 days from the date of work order issued.
3. **Bank Guarantee: 10% of the total value of the order should be deposited in the form of performance guarantee as Security Deposit** should be furnished by the successful bidder from any scheduled bank. The Bank Guarantee shall be kept with The Director NIANP, Bangalore-560030, for a period of **fourteen months** and shall be released after the successful completion of the contract.
4. An Earnest Money Deposit (Refundable) of Rs. 30,000/- (Thirty Thousand only) and tender fee (Non-refundable) Rs.500/- (Five Hundred) must be deposited in the form of Demand Draft in favour of ICAR unit, NIANP payable at Bangalore should reach this office before opening the technical bid, failing the tender will not be considered.
5. **All the pages of quotations including the documents along with tender document pages submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.**
6. After physical inspection of the site (as per Appendix I), a detailed assessment / requirement of personnel for providing security services at NIANP, Adugodi, Bangalore-30, shall have to be furnished along with the tender. However, the tenders should only indicate the lump sum amount in respect of all services covered under the contract for NIANP, Adugodi, Bangalore-30, clearly indicating the number of personnel proposed to be deployed separately for each unit.
7. The Director, NIANP, Bangalore, reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
8. The period of contract shall be initially for one year, and can be terminated any time by the Director, NIANP, by giving one month notice to the agency.
9. The rates quoted should include cost of each and every item like ESI, EPF, transport, manpower, taxes, uniform etc. The Institute will not bear any extra charges on any account during the period of contract.
10. The pre-receipted bill shall be submitted by the security Agency in duplicate duly supported by proof of attendance, payment of statutory charges/ subscription etc., Payment will be made by cheque/e-payment. Payment will be made against monthly bills supported by requisite documents. Income Tax will be deducted as per rates.
11. The tenderer should have the PAN number and should attach a photocopy of the same.
12. The successful tenderer shall have to execute an agreement with NIANP on a non judicial stamp paper of Rs.200/- immediately on accepting the award of contract as per the terms & conditions stipulated in the tender document.
13. The Agency shall have to provide Telephone numbers for 24 hours contact.
14. The draft number of the EMD of Rs. 30,000/- (Thirty Thousand only) should be clearly mentioned in the tender document.
15. In case of any breach of the terms and conditions of the contract, the Director, NIANP may write to the issuing bank of the bank guarantee for revocation of the same, in addition to any other action which may be taken by the Competent Authority.
16. The agency should abide by rules laid down by any statutory authority relevant to the deployment of security guards.

17. The agency shall indemnify NIANP/ ICAR against any liability due to non-compliance of statutory obligations by the agency for any reason whatsoever.
18. The tender form is not transferable.
19. The successful tenderer/ agency shall not engage any sub-agency or transfer the contract to any other person/ firm / agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person / organization or otherwise.
20. Any person who is in Govt. service or an employee of ICAR-NIANP shall not be made partner to the contract by the tenderer/ agency directly or indirectly in any manner, whatsoever.
21. The agency shall provide statutory benefits to its Security Guards/ Supervisors.
22. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the police authorities.
23. All personnel posted at premises shall all time and for all purpose be deemed to be employee of the firm and NIANP-ICAR shall have no liability on this account in any manner.
24. The firm shall ensure that all personnel deployed at ICAR-NIANP premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
25. NIANP-ICAR shall have the right to ask for the removal from the ICAR-NIANP premises any personnel considered by the NIANP-ICAR to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the ICAR-NIANP
26. The manpower deployed by the agency should work as per the working days and timings of the NIANP-ICAR. No extra wages will be paid for attending office on weekends, holidays and late sittings.
27. The deployment of guards and security supervisors should be as follows:
 - a) Security Guards: Well built, above 21 years to 45 years bold enough, alert, and literate enough to read and write
 - b) Security Supervisor: Minimum 12th Standard pass must be able to contact the firm, office and police station and lodge police complaint whenever the situation demands and must be able to coordinate the day to day work in the campus.
28. The personnel to be engaged should have the knowledge of speaking & writing in Kannada, Hindi & English.
29. Private security for safeguarding the Institute property is required to cover the area as per schedule to tender, cropping patterns/structures etc.
30. The agency should provide security to all the points noted in the Appendix-I round-the-clock. One Security Supervisor should be present at the Main gate.
31. No accommodation will be provided by this Institute for the security personnel engaged by the agency.
32. For further information/spot inspection about the proposed area to be entrusted to provide surveillance the Officer In-charge of security at ICAR-NIANP may be consulted.
33. The Institute reserves the right to accept or reject any or all the tenders without assigning any reasons.
34. The contracting agency shall submit their bills after completion of each month during the first week of the following month of the services rendered for the previous month to the office. In case the services are not upto the satisfaction of the authority suitable deduction will be made from the bill at the discretion of the authority whose decision shall be final and binding on the contraction agency.

35. Monthly consolidated charges for providing security services at ICAR-NIANP shall be as per terms and conditions specified and scope of work as per Schedule indicating all the taxes as applicable. The firm shall raise a bill of bill of this amount on 1st working day of every month and the payment released by the institute subject to satisfactory performance.
36. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
37. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the ICAR-NIANP. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
38. Payment to the guard is to be made only through bank/e-payment before 5th of every month without waiting for clearance / payment of bills submitted to the Institute.
39. The Agency should have registered itself with the Police Department and produce a copy of the same in support
40. It is mandatory for the agency to provide the **wages** to security personnel as per the **contract document**.
41. It is mandatory for the agency to maintain all statutory registers in connection with their work at the Institute campus and produce them as and when demanded by the authorities of the Institute and Labour Commissioner or its authority.
42. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed / deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council from any claims. Loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, NIANP, shall be final and binding on the contractor.
43. The Contractor must employ adult guards only. Employment of child labour may lead to termination of Contract. The firm shall issue uniforms to all their employees. The firm shall issue identity cards to each of the worker engaged.
44. The firm shall agree to discharge all their legal obligations in respect of their workers in respect of their wages and service conditions applicable.
45. The Selected agency shall provide necessary persons for security services strictly as per the terms and conditions mentioned in the tender form. The Agency shall employ good, liable and robust persons and with clean record preferably within the age of 21 to 45 years and proper experience to carry out the job contract. In case any of the personnel so engaged by the agency is not suitable by the institute, the Institute shall have right to ask for its replacement without giving any reason thereof and agency shall on receipt of a written communication replace such person immediately.
46. Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.
47. Only those firms/agencies which have a sound record in the field of providing security personnel need to apply. The firm must have well established office with telephones, fax to security supervisors, private wireless facility etc.
48. Those firms which have provided for atleast five organizations of ICAR-NIANP size in each case need only apply.
49. The firm shall not transfer its rights or sub-contract to anyone else.
50. **In case of any accident/loss of life of the workers during discharging duties, compensation to be given to the workers shall be borne by the agency.**
51. The firm must enclose all the relevant documents in support of registrations private security agency, ESI, PF, Establishment, Clients list, work-orders, Income Tax clearance etc.,

52. In case any firm provides false information or canvases in any form, such firms will be out rightly rejected.
53. The annual turnover of the Agency for the last two financial years (2015-2016 and 2016-2017) should not be less than Rs 50.00 Lakhs each year. The Agency shall furnish audited Profit and Loss A/c and Balance Sheet certified by a Chartered Accountant to this effect.
54. Double duty of the security guard or behind prescribed duty hour will not be allowed.
55. The shift of more than 8 hours will not be allowed for any personnel deployed for security.
56. There will be surprise checking by an officer and shortcomings, if any, pointed out by him/her shall be restored by the contractor within 24 hours of bringing to his notice.
57. Terms of payment, service charges need to be quoted separately for which payment would be effected through bank to the agency and payment to the guards by the agency should be only through transfer of amount by Bank account.
- 58. The Security guard should be well dressed with uniforms, Whistle, rain-coat, umbrella, lathi, powerful emergency light/ torch/lamp, gumboots, torch (4 No.s 2 big and 2 small) bicycle or two wheeler to be provided for guards for movement within and between the blocks. Mirror trolley for main gate for monitoring vehicles, during the duty hours which is compulsory to be provided by the Security Agency.**
- 59. The stationery items like register, Scales, writing pads, Pencils, staplers etc., will not be provided by the Institute.**
60. The contracting agency will provide the security service round the clock in three shifts running from 6.00am to 2.00pm to 10.00pm and 10.00pm to 6.00am. The security supervisor of the contracting agency shall be present to supervise the security work invariably between the shifts from 6.00am to 2.00pm, 2.00pm to 10.00pm, and 10.00 pm to 6.00am. In case any lapse in this regard comes to the notice of the Officer In Charge Security or any other officer authorized by competent authority of the Institute, action as deemed fit will be taken to make suitable deduction from the monthly bill of the contracting agency.
61. A daily list of security supervisor / security guard on duty should be provided to the officer in charge security.
62. Details list of security supervisor and security guard along with their photograph attested by the agency including permanent address should be provided to the office for record before talking over the charge of security.
63. The security supervisors /guards should not develop social relationship with Institute staffs.
64. The security supervisor/ guards should not leave the duty point unless and until the reliever comes for shift duties, otherwise his duty will be treated as absent.
65. The security supervisors will maintain all the registers which are kept at main gate and other points of security.
- 66. The contracting agency should see that any other representative other than the selected security personnel would not allowed to entered and freely roaming at the campus. They will also not be permitted to park their vehicle at the campus. For any urgent visit by the agency representative at the Institute campus, the prior permission from the I/c Security or Competent Authority would be mandatory.**

3. RECOVERY OF LOSS/ DUES

The contracting agency will ensure that no theft or damages to the Institute property should take place during the tenancy of the service contract of the contracting agency, for any loss or damage or theft etc., if any is noticed due to negligence on the part of the security agency/individual, the agency shall meet the cost and also be required to compensate such loss for which the agency has to execute an Indemnity bond of appropriate value on non-judicial paper against any loss of ICAR-NIANP property, assets and immovable/movable properties.

Filing of police reports in any incidence of theft, fire, damage to the property will be made by the agency. The agency would be solely accountable for register police complaint and ensure the suitable action in due time. The contract may be rejected in case of failed liaisoning between agency and police.

Whenever any claim for the payment of a sum of money arises out of or under the contract against the contractor, the ICAR-NIANP shall be entitled to recover such sum by appropriating in whole or in part, from the security deposit, deposited by the contractor/individual and for the purpose aforesaid, shall be entitled to sell and/or release the security deposit forming the whole or part of any such security deposit. In the event of the security deposit being insufficient, the balance of the entire sum there of or part of which at any time may become due to the contractor under the contract shall be recovered from the pending bill or by rising separate claim or any other contract due to any partner of the firm whether in his individual capacity or otherwise.

The contracting agency shall at end all the police cases from time to time during the contract period, if required.

4. LIQUIDATED DAMAGES CLAUSE:

An amount equivalent to two days of contract amount, subject to a minimum of Rs.500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark. It will be brought to the notice of the supervisory staff of the firm by ICAR-NIANP and if no action is taken within one hour liquidated damages clause will be invoked.

Any misconduct / misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person (s) will have to be replaced immediately.

If the required number of workers/supervisors are less than the minimum required, a penalty of Rs. 500 per worker per day will be deducted from the bill.

Risk Clause: ICAR-NIANP reserves the right to discontinue the service at any time on grounds of services found unsatisfactory, or any other reason thereof, by giving a show-cause to be replied by the firm within a week and also it has the right to award the contract to any other firm and the expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by rising a separate claim.

5. ELIGIBILITY CONDITIONS:

1. Annual turnover of Rs.50.00 Lakhs.
2. Registration with GST/Service Tax Department.
3. Registration with Central Labour Commissioner.
4. Registration with EPF department.
5. Registration with ESI department.
6. Registration of the establishment under shops and establishment act.
7. Valid license issued by the office of the Central Labour Commissioner for providing security services in the organization.
8. Experience of undertaking security contracts of Rs.50.00 lakhs or more in a year.
9. Client list.

10. The agency should have registration with the police department
11. Registration with Income Tax department (copy of PAN & IT returns for last two years).
12. The Agency should enclose copies of the payment made to its existing Security Personnel for the last two months in terms of salary through Bank, and EPF/ESI payment to them, in support of the condition (individual statements to be enclosed).
13. Minimum 3 years of Experience in the relevant field.
14. **The above documents are mandatorily required based on which the evaluation of Technical Bid will be made. In case any of the mandatory information is not furnished alongwith the valid supporting documents, the Technical Bid is liable to be rejected. Only those Technical Bids which are found to be responsive, the Financial Bids will be opened on specified date/time, fixed by the office.**
15. Any other items of work assigned with the approval of Competent Authority.

7. Legal Obligations:-All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/ Industrial Laws of the country, shall be that of the contractor. He shall specifically ensure compliance with the following Laws/ Acts and their Enactments/ Amendments:-

- a) The contract Labour (Regulation & Abolition) Act., 1970
- b) The contract Labour (Abolition & Regulation) Central Rules, 1971
- c) The Minimum wages Act., 1948
- d) The Employer's Liability Act., 1947
- e) The Payment of wages Act., 1936
- f) The Factories Act., 1948
- g) The Workmen's Compensation Act., 1923
- h) The Employees Provident Funds and Misc. Provisions Act., 1952
- i) The Payment of Bonus Act., 1965
- j) The Payment of Gratuity Act., 1976
- k) The Equal Remuneration Act., 1976
- l) The Industrial Disputes Act., 1947

8. Evaluation of the quotation/tender: The Institute will evaluate and compare the quotation determined to be substantively responsive i.e., which are properly signed, fulfill all the eligibility conditions, confirm to the terms and conditions and meet the minimum wages criteria and other statutory requirement. The Institute will award the contract to the responsive bidder whose total cost for all the items put together is the lowest.

9. Terms of the contract: The terms of the contract will be only for one year. On the expiry of the contract or on its termination, the Institute reserves the right to renew the contract on the same terms and conditions that may then be mutually agreed upon.

10. Mode of payment:

- I. The agency shall submit monthly bills along with list of workers engaged and their individual bank accounts with proof of depositing the wages amount to their accounts.
- II. While submitting the 2nd month bill onwards the **agency must provide the details of the individual account numbers of EPF/ ESI and the contribution made in their individual accounts pertaining to the previous month, only then the subsequent bill of the agency will be passed for payment.**
- III. The Institute shall make payment by e-banking in the bank account of the agency after deducting income tax at source only if all the above clause are complied.

11. **Termination:** This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or despatched at the address herein given under registered post.

12. **Loss & damage:** In case of any loss or damage done to the property of the Institute by the personnel provided by the agency, full damages will be recovered from the agency and the decision of the Competent Authority of the Institute shall be a binding on the agency.

13. **Security deposit and agreement:** The successful bidder will be required to deposit an amount of **10% of the total value of the order should be deposited in the form of performance guarantee as Security Deposit** in the form of DD/bank guarantee and agreement in a non judicial stamp paper of the value of Rs.200/- to the Institute within 2 weeks of date of award of contract. The security deposit will be refunded to the agency after satisfactory completion of the contract or adjusted against any damages or loss of property etc., caused by the personnel deputed by the agency. No interest is payable on the security deposit.

14. The Agency is advised to do a complete survey on his own of all the buildings/area before offering rates.

15. Any dispute arising out of this contract in subject to jurisdiction of Bangalore city court only.

ASSISTANT ADMINISTRATIVE OFFICER

ANNEXURE – I

CHARTER OF DUTIES FOR SECURITY SERVICES AT THE INSTITUTE AND ITS PREMISES Details (Accountability to the Security Agency and Security Supervisor)

- a. Ensure secured locking/ unlocking of all doors and windows and report any Deviations / lapses to the Associate In charge, Officer In charge, security of the Institute.
- b. Ensure safe custody of keys and hand over to the residence of Officer in charge security in night.
- c. Ensure no trespassing of person or vehicle. Only authorized entry, after scrutiny of identity and permission of controlling officers at the Institute, shall be allowed. The permitted visitor's vehicles and those of Institute staff should be regulated and parked in authorized places only.
- d. The Agency must provide at least two mobile units (bicycle/Motorcycle, etc.) to the Security staff for regular patrol along assigned segments. Main entrance, Office, Director's residence, Experimental Livestock Unit, Fodder Production Unit, Residential area and the entire property in the institute is to be secured. The supervisor shall also act as a liaison between the Institute and the Agency.
- e. The watch and ward will be round the clock (24hrs X 7days) at the above points and shall be rotated as per requirements in three shifts: 0600 - 1400, 1400 – 2200 and 2200 – 0600 hrs.
- f. The Security Guards must be of robust health and clean record within the age group of 21 to 45 years.
- g. No stray cattle/dogs get access to guarded area especially main building campus.
- h. To check pilferage and adopt all anti-theft measures.
- i. Check and keep the records of all out going material through gate pass signed by authorized officer/s and In-charge, Security.
- j. Check/ control/ search staff engaged by any other contractor or person having access to the building.
- k. Be conversant with the location of fire alarm switches, hydrant and fire extinguishers and operate them in case of need and assist the fire brigade at times of need.
- l. To maintain complete record of visitors, incoming and outgoing vehicles, wherever applicable.
- m. To report unusual events related to traffic movements, subversive activities, arson and problems related to law and order in the vicinity of the campus.
- n. Allow no unauthorized persons except the staff members with due permission of the competent authority in the guarded area.
- o. To keep record of staff members who are required to sit beyond office hours or attend office on Saturdays/Sundays and Closed holidays in a register and obtain their signatures.
- p. Assistance during the hoisting and lowering of flags on National Days and/or as declared.

Annexure - II

DRAFT AGREEMENT TO BE ENTERED BY THE SECURITY AGENCY

(Part-I)

1. The Security Agency shall carry out the security and watch and ward of the NIANP as per the requirements and instructions given to them by Institute from time to time for a period of one year. The entire open area and the built up area will have to be maintained from security angles. Complete security of the building and its properties shall vest fully with the approved contractor who shall be held accountable for any loss of property/material etc. from within the building/campus.
2. A list showing the jobs to be carried out by the Security Agency is attached as **Annexure-I**. However, these are only illustrative and not exhaustive. Additional jobs or modifications in the job will be carried out with approval of the authority of the NIANP.
3. The Security Agency shall render the services on job/work contract basis which includes PF contribution, ESI contribution and any/all other statutory provisions and liabilities to be discharged by the Security Agency.
4. Security guards to be deployed should be with robust health and clean record within the age group of 21 to 45 years. The watch and ward will be round the clock and 7 days of the week and shall be changed as per requirement of the Institute from time to time. In case there is any change in employment of the Security Guard, such change shall be intimated to the Security Agency in writing well in advance.
5. The Security Agency shall employ their own staff/employees as may be required for the purpose of execution of the work which shall be subject to the approval of the Institute.
6. The Security Agency will discharge all legal obligations of their employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz, statutory obligations under Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act (Central), Workmen's Compensation Act, EPF & MP Act, Industrial Dispute Act etc. The Security Agency will indemnify and keep indemnified the NIANP from any claim, loss or damages that may be caused to the NIANP on account of the Security Agency's failure to comply with their obligations under the various law towards their staff/employees employed by them or any loss or damage to one part due to acts/omissions of other part.
7. The stationery items like registers, scales, writing pads, pencils, staplers etc. will not be provided by the NIANP and uniforms will not be allowed to be washed in the NIANP premises. The uniform of the security personnel and other related items as mentioned above will be provided by the Security Agency. NIANP has to pay only the amount which will be finalized as per contract.

8. The Security Agency shall submit their bills after completion of each month during the first week of the following month of the services rendered previous months to Director, NIANP. The payment will be made by crossed cheque on receipt of confirmation regarding satisfactory execution of services by the officer authorized for this purpose. In case the services are not provided up to the satisfaction of the authorities, suitable deduction will be made as per the penalty clause from the payment at the discretion of Director, NIANP whose decision shall be final and binding on the Security Agency.
9. The Security Agency shall submit the record of payment made to security guards/supervisor on monthly basis and shall ensure that the payment is made as per Minimum Wages Act.
10. The Security Agency agrees to get all the security staff members and their employees insured against any liability arising under the Workmen's Compensation Act or under the common law. The Security Agency agrees to indemnify against any claim that the NIANP may have to meet in respect of their staff members and/or workmen/employees on account of any accident or for any other reason.
11. It is further clarified that under no circumstances, the staff member and or the workmen/employees of the Security Agency shall be treated, regarded or considered or deemed to be the employees of the NIANP and the Security Agency shall be responsible for their remuneration, wages etc.
12. Security Agency will ensure that no theft or damages to the Institute property should take place during the tenancy of the service contract of the Security Agency. In case any theft or damage to the Institute property occurs during the service contract period with the security agency due to the negligence of the security staff/employees of the Security Agency, the security agency shall be held responsible for such losses and damages, if after an enquiry, the Institute comes to the conclusion that the loss is attributable to the negligence on part of security personnel of the Security Agency and penalty as per Penalty Clause will be imposed. The Security Agency shall attend all the police cases from time to time during the contract period, if required.
13. The Security Agency will provide the security service round the clock in three shifts running from 0600 - 1400, 1400 – 2200 and 2200 – 0600 hrs. The Security Supervisor of the Security Agency shall be present to supervise the security work invariably between the shifts 0600 - 1400, 1400 – 2200 and 2200 – 0600 hrs. In case any lapse in this regard comes to the notice of Director, NIANP or any other officer authorized, action as deemed fit will be taken to make suitable deduction from the monthly bill of Security Agency.

14. If any question or dispute arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the Institute.

15. The Security Agency shall inform the Institute immediately of their having been granted the approval by the Government of India to operate as Private Security Guards Agency under regulation of Employment and Welfare Act 1981. The Security Agency shall obtain the license under section 12 of the contract labour (Regulation & Abolition) Act 1970 from the Competent Authority and shall also keep them registered with any other authority as required by any other law. During the currency of agreement Security Agency shall have license under section 12 of the contract labour (R&A) Act 1970. In default of these agreement contract will be liable to be terminated.

16. Notwithstanding anything contained in clause 13 it is expressly agreed and understood that the NIANP at its discretion will terminate the agreement in case of the following contingencies:
 - a) If security agency fail to execute the work entrusted to the satisfaction for which NIANP shall be sole judge.
 - b) If security agency fails to discharge their legal obligations towards the security personnel employed at NIANP premises.
 - c) If for any reason whatsoever, the security agency is not able to perform their part under this agreement for continuous period of ten days or more.
 - d) If the security agency commits breach of any of the clauses of the agreement.
 - e) If the NIANP is required to pay any damages and/or compensation and/or any payment to their customers/visitors on account of any negligent action and/or misbehavior on part of the security agency.
 - f) If the security agency is unable to give proper account of tools, equipments etc. entrusted to them for their custody and fail to return when demanded for the execution of work under this agreement.
 - g) NIANP will not be made liable or responsible to the officials of Security Guard Board. In case any objection in connection with security guards is raised by the Security Guards Board, it shall be the sole responsibility of the security agency to satisfy any of the officials of the Security Guards Board.
 - h) Under no circumstances, NIANP shall be made liable for additional monetary involvement besides that what has been mutually agreed upon.
 - i) The Security Supervisor and Security Guards on duty must possess cap, proper uniform, lathi, whistle, torch light, name badge, shoes and identity cards etc.

17. PENALTY CLAUSE:

(a) Should there be any pilferage, the security agency be asked to pay the amount of the goods/service damaged, as decided by the Competent Authority or a Committee formed by him.

(b) Any breach or failure to perform the faithful compliance of work contract may result in termination of the work order and forfeiture of the security deposit.

THE TERMS AND CONDITIONS FOR THE SECURITY GUARDS/SUPERVISOR

(Part – II)

1. The guards should be healthy, desirable physique and proper experience and may be shuffled from time to time.
2. The guard should be able to communicate in Kannada, Hindi and also in English if possible.
3. The guard should perform one shift per day, double duties are not allowed.
4. The guard should not develop social relationship with NIANP staff.
5. The guard should be provided with uniforms, whistle, torch, lathi, etc.
6. The guard should wear neat uniform while on duty along with identity cards.
7. They should not leave the point unless and until the reliever comes for shift duties.
8. The Security supervisor will maintain all the registers which are kept at the main gate and other points.
9. They have to verify after 5.30 p.m. that all rooms/buildings are locked properly.
10. From 10.00 p.m. to 6.00 a.m. security guards must be on patrolling duty in the campus by rotation and while patrolling he should check all the locks of buildings.
11. They should not give lenient or casual impression in the duties and they should be alert and attentive.
12. They should not allow vehicle to office/inside the campus without proper entry in the visitor's registers.
13. They should observe movement of all the staff, labourer and visitors etc.
14. All the vehicles are to be parked in the parking place only. The vehicles have to be checked by the Security Guard on duty while coming inside and while going out also. Proper entries are to be made while handing over key to any staff of NIANP and while taking over too.
15. The security personnel should follow strict attendance and alternative arrangements are to be made by the agency whenever any security supervisor/security guards going on leave under intimation to this office.
16. Changing of Security Supervisor/Security Guards should be intimated to the officer In-charge Security.
17. Patrolling to the identified points to be carried out every hour in the night.
18. The security staff should follow the codal formalities of Security System while on duty.
19. The Security personnel should ensure that pass has been issued by the competent officers for the items taken out of the campus. In case of any doubts, they should immediately contact Officer-in-charge, Security.

SCHEDULE-I

**TENDER FOR ANNUAL CONTRACT FOR SECURITY SERVICES AT ICAR-NIANP,
ADUGODI, BANGALORE-30**

From:

To
The Director
ICAR-NIANP
ADUGODI
Bangalore-560030

Sir,

I/We have read all the particulars regarding the general information and other terms and conditions of the contract for providing security services at ICAR-NIANP, Adu godi, Bangalore-30, and agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in schedule attached I and II to this tender and I/we agree to hold this offer open till 90 days. I/we shall be bound by a communication acceptance dispatched within the specified time.

2. I/We have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this tender_____. The schedules I & II attached with this tender are page Nos._____.

4. Every page, so attached with this tender bears my/ our signature and the official seal.

5. Demand Draft bearing No._____dated_____ Rs.30,000/- towards EMD is enclosed herewith.

Signature & seal of the tenderer with date

SCHEDULE – II
(TECHNICAL BID)

Part-I

1. Name of the firm/Agency
2. Constitution of the firm/Agency
 - a) Indian Companies Act, 1956
 - b) Indian Partnership Act, 1953 (please give names of partners)
 - c) Any other Act, if not, the owner

3. For partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
 - i) If answer to the above is negative, whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.
 - ii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

4. Name and Full address of the Bankers
5. Registration number of the agency under shops & establishment act.
6. ESI No. of agency
7. EPF number of agency
8. Registration No. under Contract Act (Central Labour Commissioner)
9. PAN number
10. Details of Experience (Name of organization & duration etc., with the contract value per annum)
11. Turnover for the last financial years (should be Rs.50.00 lakhs minimum)
12. Registration no under GST/Service Tax
13. Valid License of present Contract
14. Details of EMD (DD No. with date and bank drawn on)
15. Details of registration with the Police Department
16. Minimum 3 years of Experience in the relevant field.

PART-II

1.Name and address of the representative and whether the agency would be represented at the time of opening of tenders.

Dated;_____

Place:_____

Authorised signatory

Note:- The above documents are mandatorily required based on which the evaluation of Technical Bid will be made. In case any of the mandatory information is not furnished alongwith the valid supporting documents, the Technical Bid is liable to be rejected. Only those Financial Bids of the firms/ agencies which are found to be responsive bids will be opened on specified date/time, fixed by the office with advance intimation to the responsive bidders.

SCHEDULE- III
FINANCIAL BID

The tender will remain open for acceptance up to 90 days from the date of opening of bid. The rates tendered will be valid for a period of one year from the date of acceptance of the rates.

To
The Director
ICAR-NIANP
ADUGODI
Bangalore-560030

Sir,

I/ we wish to submit our Tenders for THE JOB/WORK SERVICE CONTRACT FOR PROVIDING SECURITY SERVICES AT NIANP, ADUGODI, BANGALORE - 560030 on the following rates.

EXCLUSIVELY FOR CIVILIANS

No.	Particulars	Labour charges	Service charges all inclusive	GST/Service Tax of total cost	Total
1.	Monthly consolidated rate offered for THE JOB/ WORK CONTRACT FOR PROVIDING SECURITY SERVICES (Watch and Ward) at NIANP, ADUGODI, BANGALORE-560 030 in accordance with the highest standards, as per the terms and conditions specified in the Tenders including all labour, material, transportation, specially covered all acts of Labour Law & EPF / ESI & taxes etc. as applicable from time to time. (Not below the minimum wages fixed by Central Govt.) including all the statutory liability on the part of the firm.	1	2	3	(1+2+3)

I/ We agree to forfeit of the earnest money if I/ We fail to comply with any of the terms and conditions in whole in part laid down in the Tender form.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Important Note:-

1. Main gate of ICAR-NIANP main campus to be managed either by one supervisor and one guard or by two guards round the clock i.e., (for all the three shifts). The guards may be deployed depending on the points as per details of locations furnished in Appendix -I. No location should be managed unmanned without deploying at least one security personnel.

Signature : _____

Name & Address of the firm: _____

Telephone/ Mobile No.